

**LOCAL TRANSPORTATION FUNDING AGREEMENT**

This Agreement is made effective this \_\_\_\_ day of \_\_\_\_\_ 2018, by and between Weber County and Huntsville Town (collectively the "Parties" or individually the "Party"), and witnesses that:

**WHEREAS**, Utah Code Annotated §59-12-2217, the County Option Sales and Use Tax for Transportation and Utah Code Annotated §72-2-117.5, the Local Transportation Corridor Preservation Fund provide the opportunity for a Council of Governments and the local legislative body to prioritize and approve funding for transportation projects; and

**WHEREAS**, the Weber Area Council of Governments (WACOG) is the council of governments with the authority to work with Weber County, the local legislative body, to prioritize and approve funding for such transportation projects; and

**WHEREAS**, HWY 166 (100 South), where it intersects with SR 39, is among the qualified projects prioritized for funding by WACOG and the Weber County Commission; and

**WHEREAS**, Huntsville Town intends to construct a pedestrian pathway that will increase pedestrian capacity and will eliminate the inherent safety risk and mitigate congestion caused by the existing pathway configuration for its current and future users; and

**WHEREAS**, Huntsville Town submitted a timely and complete application/request for HWY 166 (100 South) at its intersection with SR 39 to the Weber Area Council of Governments (WACOG), and accordingly such request was approved by the WACOG on December 4, 2017 and subsequently approved by the Weber County Commission on December 12, 2017; and

**WHEREAS**, Huntsville Town submitted an amendment request and such request was approved by WACOG on June 4, 2018; and

**WHEREAS**, Weber County has committed to assist with Construction and Construction related costs up to an additional \$81,115 programmed for calendar year 2018; and

**WHEREAS**, Huntsville Town was previously awarded \$148,024 and has committed that other funds in the amount of \$30,300 are being contributed as matching and supporting funds for the project; and

**WHEREAS**, Weber County and Huntsville Town propose to enter into this Funding Agreement to establish the terms and conditions Weber County and Huntsville Town will be bound to in regard to this agreement;

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

**SECTION ONE**  
**INTRODUCTION AND BACKGROUND**

**A. Introduction and Project Background.**

The project will construct approximately 500' long by 8' wide asphalt pathway, as designed, in unincorporated Weber County on parcel 24-020-0007 that is owned by Weber County. The construction will begin at the terminus of the existing pathway and will end 450' west of Huntsville Corner. The end of the pathway will connect to the north side of 100 South where it is intersected by 7700 East in Huntsville. This will add pedestrian capacity and mitigate congestion at the intersection of 100 South and Highway 39 by eliminating the need for pedestrians to walk along the shoulder or in the road itself.

The design requires the installation of newbasis fiberglass/polymer concrete boxes to provide access to the existing fiber optics lines, gabion boxes for retaining walls above Spring Creek, handrails on the pathways along the retaining walls and the removal of a portion of the guardrail.

Since the pathway will be constructed entirely in unincorporated Weber County, Weber County will maintain the facility as defined by an agreement between Weber County and Weber Pathways that was executed in April 2009 (Ref: C2009-100).

**B. County Obligations .**

1. County agrees to reimburse up to an additional Eighty One Thousand, One Hundred and Fifteen Dollars (\$81,115), programmed for calendar year 2018 for the cost of construction and construction related expenditures from the County Option Sales and Use Tax for Transportation Fund.
2. County's payment obligations will arise only after the submission, by Huntsville Town, of appropriate evidence of expenditures that qualify for reimbursement under this agreement. If Huntsville Town does not expend and seek reimbursement for the full amount approved, then the appropriate Weber County Local Transportation Fund will retain the remaining funds.

**C. Huntsville Town Obligations.**

Huntsville Town shall ensure that all applicable Local, State and Federal Transit Administration guidelines are followed with respect to property acquisition, description and recording.

**D. Joint Obligations.**

The County and Huntsville Town agree to jointly develop accounting and reporting procedures for the use and distribution of transportation funds.

**E. Miscellaneous.**

1. Indemnification. Because the County is only providing funding for this project, Huntsville Town agrees to hold harmless, defend and indemnify Weber County, its officers, employees and agents from and against all claims, suits and costs, including attorney's fees for injury or damage of any kind, arising out of Huntsville Town's acts, errors or omissions in the performance of this project.
2. Modification. This Agreement may be modified only upon the written agreement of both parties.
3. Applicable Law. This Agreement shall be administered and interpreted in accordance with the laws of the State of Utah.
4. Default. If Huntsville fails to obtain or provide its share of the funding, or if the project changes in any material way from what WACOG approved, then the County may declare a default, terminate this Agreement, and cease further payments. Additionally, Huntsville Town agrees to return all funds that have already been paid under this Agreement.
5. Term. With the exception of the indemnification provision, which shall continue until any applicable statute of limitations has run, this Agreement shall terminate upon completion or cancellation of the project referenced herein, or upon a declaration of default as provided in paragraph E.4.

IN WITNESS THEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day, month, and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
James H. Harvey, Chair

Commissioner Jenkins voted \_\_\_\_\_  
Commissioner Ebert voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

HUNTSVILLE TOWN

By \_\_\_\_\_  
Title: \_\_\_\_\_  
